

## **NOTICE AND REQUEST FOR PROPOSALS TOWN OF GILBERT, ARIZONA**

Services: Mosquito & Midge Fly Pest Control Services  
Solicitation Number: 2016-4107-0064  
Proposal Opening: September 10, 2015 at 11:00 AM (local time)  
Location: Town Clerk's Office, 50 East Civic Center Drive, Gilbert, AZ 85296  
Staff Contact: Douglas Boyer, 480-503-6858  
Contract Documents available at: Bid documents may be downloaded from [www.gilbertaz.gov/rfp](http://www.gilbertaz.gov/rfp)

Sealed proposals will be received by the Town of Gilbert Clerk's Office, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296 until the time and date cited above.

Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the services and the solicitation number. Any proposal received after the time specified will be returned unopened. It is the Offeror's responsibility to assure proposals are received at the above location on or before the specified time.

Proposals will be opened and the names of offerors publicly read aloud immediately after the deadline for receiving proposals.

**Pre-Proposal Conference (non-mandatory):** August 27, 2015 at 8:00 AM, North Area Service Center Conference Room, 900 E Juniper Ave, Gilbert, Arizona 85234. It is highly recommended that all prospective Offerors attend, as Offeror responsibility issues will be discussed, along with Project requirements. **Gilbert will also conduct site inspections (non-mandatory) with attendees immediately after conference until 12:00 PM. Specific sites are to be determined.**

**Services Sought:** Mosquito and midge fly pest control services.

**Proposal Requirement:** Each proposal shall be in accordance with the requirements set forth in the Request for Proposals. Any proposal that does not conform in all material respects to the Request for Proposals will be considered non-responsive.

**Right to Reject Proposals:** The Town reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the award for any reason the Town determines.

**Equal Opportunity:** The Town is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this Project.

Issue Date: 8/14/2015

TOWN OF GILBERT, ARIZONA

Publications Date(s)  
8/14, 8/15, 8/16, 8/17

\_\_\_\_\_  
Catherine A. Templeton, Town Clerk

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**IMPORTANT  
OFFEROR'S CHECKLIST**

- [ ] 1. Attachments 1, 2, and 3 are signed and included in the Proposal. Proposals not signed in this section will not be considered.
- [ ] 2. Attachments 1, 2, 3, 4, Exhibit D (Pricing), and Offeror's Checklist have been completed and enclosed. **Attachment 5 (Contract) is for reference only and is not to be submitted.**
- [ ] 3. Any addenda have been included/noted in Offeror's Section, Attachment 1.
- [ ] 4. Delivery/shipment information, if applicable, has been included in Exhibit D.
- [ ] 5. Any required descriptive literature or other information have been included.
- [ ] 6. The proposal prices offered have been reviewed and submitted in both hard copy and electronic format (USB drive or compact disc).
- [ ] 7. Bid security    ☒ Yes \$ \_\_\_\_\_    ☐ No  
Bid security, if applicable, in the amount specified must be submitted with the bid.
- [ ] 8. Bid Package/Envelope has been identified with solicitation number and title.  
The mailing envelope/package has been addressed to:  
  
Town Clerk's Office  
50 East Civic Center Drive  
Gilbert, Arizona 85296
- [ ] 9. The proposal is submitted and stamped in by Clerk's Office representative no later than specified time on designated date. Otherwise, the proposal cannot be considered.
- [ ] 10. Exceptions taken to the provisions or specifications in this solicitation, confidential and additional materials shall be indicated below and submitted with the Proposal.  
**Exceptions (mark one)**  
\_\_\_\_ No Exceptions  
\_\_\_\_ Exceptions taken, see attached page(s)
- Confidential/Proprietary Material (mark one)**  
\_\_\_\_ No confidential/proprietary materials have been included  
\_\_\_\_ Confidential/Proprietary material included, see attached page(s)
- Additional Material (mark one)**  
\_\_\_\_ No additional materials have been included  
\_\_\_\_ Additional materials included, see attached page(s)

REQUEST FOR PROPOSAL  
**Solicitation No. 2016-4107-0064, Mosquito & Midge Fly Pest Control**  
TOWN OF GILBERT, ARIZONA

The Town of Gilbert (“Gilbert”) intends to purchase services in compliance with these specifications.

INSTRUCTIONS TO OFFERORS

1.0 Proposal Opening Date and Location: **11:00 AM (local time), September 10, 2015**

Proposals will be received in the office of the Town Clerk, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296, until date/time shown above, at which time the names of the offerors will be publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.1 Questions Due: **11:00 AM (local time), September 1, 2015**

Inquiries should be emailed to: Douglas Boyer, [douglas.boyer@gilbertaz.gov](mailto:douglas.boyer@gilbertaz.gov)

1.2 Bid Documents Available: Documents may be downloaded from [www.gilbertaz.gov/rfp](http://www.gilbertaz.gov/rfp). The Bid Documents consist of the items shown in the Table of Contents.

1.3 Incorporation of Bid Documents: All of the Bid Documents apply to and become a part of the terms and conditions of the Bidder's bid.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked “**Solicitation #2016-4107-0064: Mosquito & Midge Fly Pest Control**”

1.5 Pre-Proposal Conference and Site Inspection:

1.5.1 Pre-Proposal Conference (non-mandatory). August 27, 2015 at 8:00 AM, North Area Service Center Conference Room, 900 E Juniper Ave, Gilbert, Arizona 85234. It is highly recommended that all prospective Offerors attend, as Offeror responsibility issues will be discussed, along with Project requirements. **Gilbert will also conduct site inspections (non-mandatory) with attendees immediately after conference until 12:00 PM. Specific sites are to be determined.**

1.5.2 Site Inspection. Offerors are strongly encouraged to visit the Work areas and familiarize themselves with any conditions which may affect performance and proposal prices. Submission of a proposal will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and proposal prices. Site inspections will immediately follow Pre-Proposal Conference until 12:00 PM. Specific sites are to be determined, but will include, at minimum the following:

- Freestone Park
- Water Ranch (Riparian Preserve)

1.6 Gilbert's Right to Reject Proposals: Gilbert reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Gilbert. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn anytime before the Proposal due date and time. A Proposal may not be amended or withdrawn after the due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Gilbert and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Gilbert in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Gilbert will not insure confidentiality of any portion of the proposal that are submitted in the event that a public record request is made. Gilbert will provide 48 hours notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for ninety (90) days after the day of the opening of proposals, but Gilbert may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Gilbert. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, Gilbert may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Offerors are responsible for obtaining all addenda. See Section 1.13.

1.13 Offeror Registration: Offerors shall register via the on-line Vendor Registration system ProcureAZ at [www.https://procure.az.gov](http://www.https://procure.az.gov), in order to automatically receive notification of addenda to this Solicitation or notice of other solicitation opportunities. An Offeror who is not registered with ProcureAZ must email the Gilbert representative shown above to make other arrangements to receive notice of addenda to this solicitation. All addenda will be posted on the Gilbert website at [www.gilbertaz.gov/rfp](http://www.gilbertaz.gov/rfp).

1.14 Bid Security: Each Proposal will be submitted on the Proposal Form(s) included in the Contract Documents and will be accompanied by a certified check, cashier's check, or proposal bond for ten percent (10%) of the amount of the proposal, made payable to the Town of Gilbert.

## 1.15 General Evaluation Standards:

1.15.1 Gilbert seeks to obtain the services described in **Exhibit A** and will evaluate proposals on the selection criteria set forth below. Gilbert will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services in the past, in Gilbert's sole judgment, may be rejected and not considered. Offerors are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the proposal may be used to evaluate your firm as part of any criteria regardless of where that information is found within the proposal.

### **A. Cover Letter** (maximum 1-page) containing at a minimum:

1. Company name, contact name, address, phone number, and email address
2. Acknowledge receipt of all addenda

### **B. Qualifications Criteria:**

#### **1. General Information**

- a. Description of firm/team
- b. Legal company organization; organization chart with names
- c. List of applicable Arizona licenses

#### **2. Relevant Firm Experience** (35 points)

- a. Offeror's overall reputation, service capabilities and quality as it relates to this contract.
- b. List and briefly describe up to five (5) comparable Arizona governments, municipalities, or communities currently serviced by your firm. For each community, include: firm's role, contract value, contract administrator's name and title, address, telephone number, and email address, if available.
- c. A minimum of three references from other agencies/owners. If possible, references should be from the communities listed above in 2b.
- d. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project.
- e. Offeror's capacity and intent to proceed without delay if selected for this work.
- f. Type and amount of self-performed work.
- g. Performed satisfactory work.
- h. Satisfied contractual obligations with little or no deviations.

#### **3. Key Personnel** (10 points)

- a. Qualifications of supervisors, foreman, etc.
- b. Qualifications of technicians
- c. Required licensing to perform work i.e., Office of Pest Management License and Certifications, etc.

#### **4. Understanding of Work and Schedule** (15 points)

- a. Ability to meet schedule/frequency of services required.
- b. Demonstrate labor, material, and equipment needed to perform work.

**5. Pricing (35 points)**

- a. Reasonable rates.
- b. Overall total price.

**6. Overall Response to RFP (5 points)**

- a. Completeness of proposal.
- b. Willingness to abide by the standard form Agreements with few or no objections or changes.
- c. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- d. Relevant factors impacting the quality and value of work.

**C. Appendix (Required items to be included in Proposal do NOT count toward page limit):**

1. Attachment 1: "Offeror's Proposal" form shall be completed, signed, and included in Proposal.
2. Attachment 2: "Authorized Signature Form" shall be completed, signed, and included in Proposal.
3. Attachment 3: "Authorization for Release of Performance Information" form shall be completed, signed and included in the Proposal.
4. Attachment 4: "References" form shall be completed and included in the Proposal.
5. Offeror's Checklist: Checklist shall be included in Proposal along with exceptions, confidential and additional materials, if applicable.

1.15.2 Deviations from Specifications. Any deviations from General Conditions and Specifications and Design Standards may render the bid non-responsive.

1.15.3 Disqualification. A Bidder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Bid rejected.

1.15.4 Clarifications. The Municipal Parties reserve the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its bid.

1.15.5 Waiver and Rejection Rights. The Municipal Parties reserve the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.15.6 Additional Information Requested. Following the submittal deadline of the Proposals, Gilbert may request additional information from the Offeror to evaluate its qualifications which shall be provided to Gilbert within 24 hours of such request. Additional information that may be requested includes, but is not limited to the following:

- A. A description of all equipment and supplies to be used in performance of the Work.
- B. A demonstration of the service to be provided.

C. Evidence of the firm's ability to furnish equipment and personnel for the level of work efforts required in contract.

1.15.7 Interviews and Selection. After evaluating the qualifications and the ability to render the services and product required, Gilbert intends to negotiate a fixed fee contract with the selected firm. If negotiations are unsuccessful, Gilbert reserves the right to negotiate with the next highest-ranking firm.

1.16 Proposal Preparation:

1.16.1 Format.

A. Proposal may not exceed 10 single-sided pages (maximum 8½" x 11") with a minimum of 10 pt. type. Submissions exceeding the page limit may be considered non-responsive and will be returned to the Offeror without further evaluation.

B. Offerors shall submit their Proposal in a sealed envelope with an original, three (3) copies, and a PDF document on one (1) disc or USB drive, and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

C. Do not include a table of contents. Tab dividers must not contain any evaluation information or pictures. Submittals may be stapled or plastic spiral bound only, do NOT use binders of any kind. Pages having photos, charts, and/or graphs that provide additional evaluation information, will be counted towards the maximum number of pages.

D. The following information is NOT included in the page limit:

- Proposal Cover (optional) – must not contain information that can be evaluated
- Cover letter
- Attachment 1 – Offeror's Proposal
- Attachment 2 – Authorized Signature Form
- Attachment 3 – Authorization for Release of Performance Information
- Attachment 4 – References
- Offeror's Checklist
- Exceptions taken or confidential/proprietary material, if applicable



1.16.2 No Facsimile or Electronic Mail Bids. Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.

1.16.3 Typed or Ink Corrections. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid.

1.16.4 No Modifications. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Proposal shall contain all of the following information:

**Prices.** Unit Prices shall be listed in **Exhibit D**. The purchase of certain items or materials by Gilbert are exempt from the federal excise tax. Gilbert will furnish an exemption certificate upon presentation by the Successful Bidder at the time of purchase, if so requested by the Successful Bidder.

**Taxes.** Sales/use tax will be determined by Town. Unless stated elsewhere in contract, tax will not be used in determining lowest unit price.

**Prompt Payment Terms.** Bidder shall indicate prompt payment terms in the areas provided in the Bid Section.

**Schedule.** The bid shall adhere to schedule defined in Contract, unless approved in advance by Town Representative.

**Descriptive Literature.** All Bids shall include complete manufacturer's descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail to allow full and fair evaluation of the Bid submitted. Failure to include this information may result in the Bid being rejected.

**Brief description of the Bidder, including legal organization.** Include name, address, phone, e-mail, and location of the firm's principal and local office.

**Tax ID Number.** Bidder shall provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A Town of Gilbert Sales Tax Number, if applicable, must also be supplied.

**Licenses.** Please list all applicable licenses and numbers. Proposers on this project shall be licensed under the appropriate provisions of the Arizona Revised Statutes, and submit copies of all licenses required to perform the Work.

**Disclosure.** If the firm, business or person submitting this Bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental entity, the effective date of

this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

**References.** Bidder shall list, in the Bid Section, at least three references of other governmental agencies to which Bidder has supplied similar supplies within the last ten (10) years, including names, addresses and telephone numbers.

**Financial Statement.** Offerors shall furnish, upon request, three (3) copies of the Offeror's most recent financial statement and/or other evidence of his qualifications as may be requested by Gilbert. If an Offeror fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Offeror's entire Proposal.

**Multiple Award Contract.** The Town reserves the right to make separate awards or to make an aggregate award, whichever is deemed most advantageous to the Town.

Other information required to be supplied with Bid:

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the Bid.

1.16.7 Evidence of Intent to be Bound. The Bid form submitted shall include a signature by a person authorized to sign the Bid. The Authorized Signature Form shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Bid, the Bidder certifies that:

- A. The Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and
- B. The Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

## 1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other Gilbert employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Proposal and not be opened until after the Proposal due date and time. Gilbert shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by Gilbert. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

1.17.6 Protests. Pursuant to the Municipal Code Section 2-366

A. An unsuccessful Offeror or bidder may protest a solicitation or a contract award by filing a protest in writing with the purchasing officer not less than 72 hours before the closing date and time of the solicitation, or within 72 hours after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information:

- 1) The name, address and telephone number of the protester;
- 2) The signature of the protester or its authorized representative;
- 3) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.

B. The Purchasing Officer shall evaluate the protest. Protests in connection with a solicitation or an award of a contract shall be determined by the Purchasing Officer.

1.17.7 Best and Final Offers. Gilbert may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the Offerors should not expect that Gilbert will ask for best & final offers. Therefore, Offerors must submit their best offer based on the terms and conditions set forth in this solicitation.

## 1.18 Inspections.

1.18.1 Before Commencing Work. After Contract award but before issuance of the Notice to Proceed, the Contractor must visit the project site accompanied by a representative of

Gilbert and complete a site inspection report evaluating the condition of the Work areas at the beginning of the Contract.

1.18.2 Before Contract Term Expires. Approximately four (4) weeks before the Contract expires, the Contractor must visit the project site accompanied by a representative of Gilbert and complete a site inspection report evaluating the condition of the Work areas. Any deficiencies in the work must be remedied pursuant to the Rework Time Limit Schedule defined in Contract.

1.19 Bonds:

1.19.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish Gilbert the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to one-hundred (100%) percent of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Gilbert.

A Payment Bond in an amount equal to one-hundred (100%) percent of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

1.19.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Gilbert. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

1.19.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

1.20 Cooperative Use of Contract. Gilbert has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. Gilbert shall not be responsible for any disputes arising out of transactions made by others.

# ATTACHMENT 1 OFFEROR'S PROPOSAL

1. Offeror's Proposal: For the proposal opening \_\_\_\_\_, 2015 for **Mosquito & Midge Fly Pest Control, Solicitation No. 2016-4107-0064**
2. Covenant Clause: It is expressly agreed by Bidder that these covenants are irrevocable and perpetual.
3. Conditions Accepted: The undersigned Offeror declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of supplies to be furnished by signing this proposal. Offeror agrees to all conditions contained in the Proposal Documents.
4. Proposal Price: See Exhibit A, Supplies and Pricing Sheet
5. Contract Acceptance: Offeror proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Municipal Parties within ten (10) days after the Municipal Parties' acceptance of this proposal at the listed scheduled price.
6. Affidavit: The following affidavit is submitted by the Offeror as part of this proposal:

[illegible]

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing Offeror's proposal; That Offeror has not directly or indirectly entered into any agreement, express or implied, with any Offeror or Offerors, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the Offerors, the parceling out to any Offeror or any other person of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he/she has not and will not divulge the sealed bid to any other person whatsoever, except those having a partnership or financial interest with him and said Offeror, until after the sealed bid or bids are open.

That Offeror has received and reviewed all Addenda Nos. \_\_\_\_\_ issued for this Proposal (Offeror's failure to list all Addenda numbers issued may be grounds for rejection of the Proposal).

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_

Notary Public

My Commission Expires:

---

STATE OF \_\_\_\_\_ )  
 ) ss.

County of \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**ATTACHMENT 3**  
**AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION**

Contract Name: **Mosquito & Midge Fly Pest Control, Solicitation No. 2016-4107-0064**

I, \_\_\_\_\_, the undersigned, on behalf of \_\_\_\_\_  
(this company), do hereby consent and authorize all those companies and government entities listed in my Proposal and any other government entity for whom this company has performed professional services, to disclose and release to the Municipal Parties, or their representatives, information, records and opinions concerning this company's professional services performance. The purpose of this disclosure is to provide references to the Municipal Parties.

\_\_\_\_\_ hereby waives any claim it may have against the Municipal Parties or any company or entity providing information to the Municipal Parties by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for six (6) months.

This consent or copy of this authorization shall be as valid and effective as the original.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT 4**  
**REFERENCES**  
**TOWN OF GILBERT, ARIZONA**

Provide names, addresses, and telephone numbers of entities for whom your organization has provided similar goods or services, preferably within the past five years. These references will be checked, so please make sure all information is accurate and current. Offerors may make multiple copies of this document if necessary.

A. Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Service Date(s)/Contract Value (\$): \_\_\_\_\_

Goods or Services provided: \_\_\_\_\_

\_\_\_\_\_

B. Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Service Date(s)/Contract Value (\$): \_\_\_\_\_

Goods or Services provided: \_\_\_\_\_

\_\_\_\_\_

C. Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Service Date(s)/Contract Value (\$): \_\_\_\_\_

Goods or Services provided: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 5**  
**SERVICE CONTRACT**  
**Contract No. \_\_\_\_\_**

THIS Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gilbert, Arizona, a municipal corporation, hereinafter referred to as the “Gilbert” and \_\_\_\_\_, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of providing \_\_\_\_\_ services for Gilbert, Gilbert and Contractor do hereby mutually agree to the following:

**1. SERVICES AND RESPONSIBILITIES**

**1.1        Retention of the Contractor.** In consideration of the mutual promises contained in this Agreement, Gilbert engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

**1.2        Scope of Services.** The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Gilbert, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in **Exhibit A**.

**1.3        Responsibility of the Contractor.**

**1.3.1** Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

**1.3.2** Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Gilbert of any constraints associated with the Services site.

**1.3.3** Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

**1.3.4** Contractor shall designate \_\_\_\_\_ as Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B. “Key Personnel” includes the Contractor employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Contract. Prior to changing such designation Contractor shall first obtain the approval of Gilbert.

**1.3.5** Contractor's subcontracts are set forth in **Exhibit B** attached hereto and made a part hereof. Any modification to the list of Subcontractors on **Exhibit B**, either by adding, deleting or changing subcontractors, shall require the written consent of Gilbert.

**1.3.6** Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.7 Contractor shall coordinate its activities with Gilbert's representative and submit its reports to Gilbert's representative.

1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

#### 1.4 Responsibility of Gilbert.

1.4.1 Gilbert shall cooperate with the Contractor by placing at his disposal all available information concerning the Services.

1.4.2 Gilbert designates \_\_\_\_\_ as its Contract Representative. All communications to Gilbert shall be through its Contract Representative.

1.5 Contract Term; Renewal. If funds for this Contract are not appropriated or budgeted by July 1, Gilbert may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commences upon execution of the Contract and continues through June 30, 2016. The Contract may be automatically renewed for up to four (4) additional one-year terms upon mutual agreement of the parties. The Contract may be renewed upon written approval of Gilbert's Purchasing Officer if: 1) the renewal Contract amount does not exceed \$100,000; or 2) the original prices remain in effect during the renewal term; or 3) the contract unit pricing does not increase or the contract pricing is adjusted during the renewal term based on any net percentage change in the prior calendar year in the Consumer Price Index, all Urban Consumers. The Gilbert Council must approve renewal in all other cases.

If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Contractor. Any price adjustment shall be in the sole discretion of Gilbert and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process.

Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

1.6 Schedule of Services. The Schedule of Services is set forth in **Exhibit C**. If this Contract is renewed, a new Schedule of Services shall be mutually agreed upon.

## 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in **Exhibit D**.

2.2 Method of Payment. Method of payment shall be set forth in **Exhibit D**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed and accepted by Gilbert.

2.3 Invoices. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of June shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) may not be paid by Gilbert.

2.4 The Contractor shall provide to Gilbert its completed W-9 Form prior to receipt of any Compensation.

2.5 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Gilbert will assist Contractor in applying for and obtaining the same.

### 3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Gilbert may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as **Exhibit E**. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Gilbert except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Gilbert first approves in writing.

#### 3.2 Emergency Response.

3.2.1 Response. Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

3.2.2 Emergency Contact. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Contractor's contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

#### 4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Gilbert ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Gilbert. Failure to maintain insurance as specified may result in termination of this Agreement at Gilbert's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Gilbert does not represent that coverage and limits will be adequate to protect Contractor. Gilbert reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Gilbert, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Gilbert as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Gilbert. Contractor shall be solely responsible for any such deductible or self insured retention amount. Gilbert, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9            Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Gilbert and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10            Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Gilbert with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Gilbert on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Gilbert's Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

Gilbert, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a.            Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b.            Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c.            Excess Liability-Follow Form to underlying insurance.

Contractor's insurance shall be primary insurance as respects performance of this Agreement.

All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Gilbert, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 4.11            Required Coverage:

4.11.1            Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Gilbert, its

agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.2            Professional Liability: N/A

4.11.3            Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.4            Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

## 5.                    INDEMNIFICATION

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Gilbert, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the Contractor, its agents, employees or any tier of Contractor’s subcontractors related to the Services in the performance of this Agreement. Contractor’s duty to defend, hold harmless and indemnify Gilbert, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in whole or in part by Contractor’s acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor’s subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Gilbert. Such indemnity does not extend to Gilbert’s negligence.

5.2                    Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6.1 Termination. Gilbert may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for Gilbert's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Gilbert copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Gilbert to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, Gilbert shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

## 7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Gilbert shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Gilbert unless otherwise agreed to by both parties. Gilbert may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Gilbert's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Gilbert's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Gilbert,



that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Gilbert, and Gilbert will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Gilbert and Contractor shall not engage in conflict of interest nor appropriate Gilbert work product or information for the benefit of any third parties without Gilbert's consent.

7.9 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.10 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

GILBERT:

CONTRACTOR:

Town Manager  
Town of Gilbert  
50 East Civic Center Drive  
Gilbert, Arizona 85296

The address may be changed from time to time by either party by serving notices as provided above.

7.11 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

## 8. SUSPENSION OF WORK

8.1 Order to Suspend. Gilbert may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Gilbert.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Gilbert in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

## 9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Gilbert's Members and Others. No officer, member or employee of Gilbert and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes..

## 10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Gilbert thereto.

IN WITNESS WHEREOF, Gilbert and the Contractor have executed this Agreement as of the date first written.

TOWN OF GILBERT

CONTRACTOR

By: \_\_\_\_\_  
John W. Lewis, Mayor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
L. Michael Hamblin  
Town Attorney

## **EXHIBIT A SCOPE OF WORK**

### **1.0 BACKGROUND**

Mosquito and Midge Fly fogging and larvicide treatment will be performed in Gilbert's public parks, groundwater recharge facilities and at two Parkway Improvement Districts (PKID)s shown in **Exhibit D**. Fogging operations are performed beginning April 1st through the end of October each calendar year in all Gilbert parks and at the two PKIDs. Fogging is performed year around at Gilbert's three groundwater recharge facilities. The fogging operations are performed at night between the hours of 10:00pm and 5:00am, typically on Monday, Thursday (and Friday) evenings (weather permitting). The larvicide treatments are performed year around at all of the Gilbert sites shown in **Exhibit D**. Special circumstances or events may require call-out fogging or larvicide at additional locations.

The contractor's vehicle/equipment used for fogging shall have amber warning lights to be used during night treatments. The contractor is responsible for maintaining appropriate licenses and applicator logs to comply with Arizona law. Electronic or paper copies of applicator logs will be supplied with invoices on a monthly basis to the Gilbert representative for review.

### **2.0 GENERAL CONDITIONS**

Definitions. For the purpose of this contract the following words or terms shall be defined as hereinafter set forth:

A. "Agreement", "Contract", or "Contract Documents" shall mean the Request for Proposals, the Contract, Information for Proposal Proposers, General Conditions, Standard Specifications, Proposal, Proposal Schedule, Proposal Security, Performance Bond, Labor and Material Bond, Contractor's Affidavit, Site Maps, and any addenda thereto.

B. "Gilbert" shall mean Gilbert, Arizona, its officers, employees or representatives.

C. "Contractor" shall mean the person, corporation, or partnership performing maintenance services under contract with Gilbert.

E. "Work areas" shall be all real property included in the Exhibit(s) and/or Site Map(s).

F. "Work" or "Project" shall mean all duties and obligations required to be performed by the Contractor under these Contract Documents.

### **2.1 BREACH OF CONTRACT**

2.1.1 Material Terms. All terms, conditions, and specifications of the contract are considered material, and failure to perform any part of the contract shall be considered a breach of contract.

2.1.2 Termination After Failure to Cure Breach. Gilbert may, at its option, provide written notification to Contractor of Gilbert's intention to terminate the Contract if performance deficiencies are not cured within ten (10) calendar days from receipt of the letter or such other

reasonable time as specified therein. Upon re-inspection, if the deficiencies have not been cured, Gilbert may provide written notice to Contractor to immediately suspend all or a portion of the Work and that formal termination shall be effective in 30 days pending approval of such termination. Failure of Gilbert to terminate the Contract as provided in this paragraph shall not waive any right of Gilbert to any other remedy.

2.1.3 Other Remedies. After written notice and opportunity to cure, if the cure is not accomplished within ten (10) calendar days from receipt of such notice, Gilbert may employ another Contractor to perform the work, and deduct the cost from any amount due or to become due the Contractor. If Gilbert's cost for performing the obligations of Contractor exceed the amount due the Contractor, Gilbert may collect the amount, either from the Contractor or surety bond or both, and also to assert a lien on all properties of the Contractor. Nothing herein shall be interpreted to prohibit the Gilbert pursuing any other legal remedy which it may have.

2.1.4 Bankruptcy. In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately be terminated, and, in no event shall the contract be treated as an asset of the Contractor after adjudication of bankruptcy.

2.1.5 Deficiency.

A. In the event of failure of the Contractor to perform the work on the Work areas or any portion thereof in accordance with the specifications, Gilbert shall notify the Contractor in writing of any such deficiency and require correction of the deficiency within the time period specified in **Section 2.3, Rework Time Limit Schedule, and Section 2.4.3, Contractor's Quality Control** of the Contract Documents. If the deficiency is not corrected within the time specified in the notice, Gilbert will determine the deficient categories of the work and deduct payment for such categories of work from the payment due Contractor. Gilbert may also make deductions for failure to provide in whole the services according to **Section 2.1, Breach of Contract** of these Contract Documents.

B. For deficiencies in work, Gilbert will make deductions from payment based on the categories and unit prices specified in its price sheets, except Gilbert reserves the right to deduct up to 300% of the monthly unit price bid for each area serviced.

C. Contractor further specifically agrees as a condition of this Contract that if Gilbert reasonably finds that a category of work is in whole or in part deficient, and the Contractor has failed to timely cure such deficiency after notice, Gilbert may deem the entire category of work deficient for purposes of deductions from payment.

D. Gilbert in its sole discretion may consider the Contractor's original proposal estimates for purposes of calculating deductions from payment. Any decision of Gilbert concerning deductions is final.

E. In addition to or in lieu of the deductions set forth above, deductions from payment may be made for any of the following:

Action:

Deduction Amount:

- |   |                    |
|---|--------------------|
| 1. Gilbert re-inspection  | \$50/re-inspection |
| 2. Failure to respond to emergency calls within specified time        | \$50/event         |
| 3. Failure to correct deficiency within specified re-work time        | \$50/day           |
| 4. Field Supervisor not available, or failure to perform inspections. | \$25/day           |

## **2.2 WORKING DAYS**

2.2.1 Working Days. Contractor shall perform all work Monday through Friday, unless Gilbert's Contract Representative directs that Contractor shall perform all work Monday through Thursday. No work will be done on Saturday, Sunday or Gilbert Holidays unless approved by Gilbert's Contract Representative. Some Gilbert staff are directed to work a five-day work week, while others are directed to work a four-day work week. Gilbert staff schedules may affect Contractor schedules. Work is to occur at standard intervals (i.e. the same day of each week or month) unless approved otherwise by Gilbert. Work frequencies are specified on the Bid Form.

2.2.2 Holidays: The following is a list of holidays on which contract services will not be performed:

1. New Year's Eve from 12:00 Noon – December 31
2. New Year's Day – January 1
3. Martin Luther King, Jr. Day – Third Monday in January
4. President's Day - Third Monday in February
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Thanksgiving Holiday - Fourth Thursday and the following Friday in November
9. Christmas Eve from 12:00 Noon - December 24
10. Christmas Day - December 25

2.2.3 Schedule Adjustments: When a holiday named herein falls on Sunday, it shall be observed on the following Monday; when a holiday named herein falls on a Saturday it shall be observed the preceding Thursday or Friday, or as directed by Gilbert's representative. During the week of a holiday, the Contractor shall adjust his weekly schedule so as to return to the normal weekly schedule the following week.

## **2.3 REWORK TIME LIMIT SCHEDULE**

2.3.1 Correction of Deficiencies. After receipt of notice from Gilbert of any deficiencies in the Work, Contractor shall have two (2) working days to correct deficiencies in the Work; except as noted. Gilbert, in its discretion, may require a shorter Rework Time Limit to protect public health and safety, and may consent in writing to a longer Rework Time Limit for good cause shown. Gilbert shall extend the Rework Time Limit if any portion of the Rework Time Limit falls on a High Pollution Advisory Day. Deficiencies may include, but not limited to, the following:

- A. Failure to respond to emergency calls within specified time.
- B. Failure to correct deficiency within specified re-work time.

- C. Failure to start and complete routine work as scheduled.
- D. Failure to start "extra work" at agreed upon time.
- E. Failure to submit schedules or work plans on time.
- F. Field Supervisor not available or failure to perform daily inspections.
- G. Failure to adhere to traffic regulations or no parking areas contained herein.

2.3.2 Re-Inspection. Gilbert will perform a re-inspection of any deficiencies noted in an inspection report after the applicable rework time(s) has passed. Upon re-inspection, if Gilbert finds that any deficiencies remain, Gilbert, at its option, may assess a \$50.00 re-inspection fee that will be deducted from the next payment owed to Contractor.

## **2.4 CONTROL OF WORK, MATERIAL AND WORKMANSHIP**

### **2.4.1 Contractor's Equipment**

A. The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, condition and capacity to efficiently perform the Work.

B. All vehicles must be maintained in good repair, appearance and sanitary condition at all times. Gilbert reserves the right to inspect the Contractor's vehicles at any time.

C. The Contractor shall furnish Gilbert with lists identifying all equipment to be used in fulfilling this Contract and notify Gilbert of any additions or deletions. Any changes in the Contractor's equipment must have prior approval from Gilbert.

2.4.2 Equipment Identification. Transport vehicles, towing vehicles, and equipment trailers used by the Contractor shall be clearly identified with the name of the company, address of local office and phone number of local office. The letters should be at least three inches high and of proportionate width.

2.4.3 Contractor's Quality Control. The Contractor shall make regular inspections of the Work area for the purpose of quality control to maintain compliance with Gilbert's specifications. The Contractor's quality control inspector shall review inspection reports and make in-the field inspections of the Work before submitting an invoice to Gilbert for Work performed. Reports must be submitted to Gilbert's Contract Representative by 10:00 AM on the first Working Day following the day the work was performed, see attached **Exhibit D1** Maintenance Quality Assurance form.

### **2.4.4 Quality Assurance by Gilbert and Appeals**

A. Gilbert will monitor the Contractor's performance and will inspect all reported deficiencies to ensure Contractor compliance with the requirements of the contract. In the event a deficiency exists, the Contractor will be required to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how reoccurrence of the problem will be prevented in the future. The Contractor will not be paid for services not rendered in accordance with the standards set forth in this Contract.

B. Gilbert's Contract Representative or his authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the

contract. The Contractor may appeal any decision to the Public Works Director, and must provide substantiating documentation in all appeals.

#### **2.4.5 Contractor's Employees:**

A. Identification. Contractor will provide the name, address and a business phone number of all employees to Gilbert. Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a name tag or identification card. All employees shall be in possession of the necessary identification to comply with Federal laws.

B. Minimum Qualifications. Contractor's employees shall have adequate experience and skill to perform the Work. Unless otherwise agreed to by Gilbert, at any time when Contractor is performing Work, Contractor shall bring a full team of workers sufficient to perform the Work to Contract specifications and standards.

C. Driver's License. Employees driving the Contractor's vehicles shall at all times possess and carry a valid vehicle operator's license issued by the State of Arizona which is proper for such vehicle.

D. Conduct. Contractor's employees, officers and subcontractors shall not identify themselves as being employees of Gilbert. Employees shall conduct themselves in such a manner as to avoid embarrassment to Gilbert, and shall be courteous to the public.

### **2.5 LEGAL RELATION AND RESPONSIBILITY**

2.5.1 Compliance with Law. The Contractor shall be responsible for adhering to any and all Federal, State, and local laws, regulations and ordinances.

2.5.2 Licenses. Contractor shall be responsible for obtaining and paying for any and all permits and licenses required to perform the provisions of this contract including a Gilbert business license.

2.5.3 Contractor's Affidavit. The Contractor shall submit a signed copy of the Contractor's Affidavit (as contained in this Contract) prior to final payment.

### **2.6 CONTRACTOR / GILBERT COMMUNICATIONS**

2.6.1 Local Office. Throughout the term of this contract, the Contractor shall establish and maintain a local office within the Phoenix metropolitan area.

2.6.2 Gilbert Representative. Gilbert's point of contact will be the \_\_\_\_\_, \_\_\_\_\_ or his authorized representative, in all matters pertaining to this Contract, including those having to do with communications to or from Gilbert.

2.6.3 Contractor's Contact.



A. Contractor's Managing Agent or the Managing Agent's authorized representative shall serve as the point of contact for dealing and communicating with the Contractor.

B. The Contractor shall supply, prior to commencing Work, the names and phone numbers at which the field supervisor can be reached during working hours. The Contractor will also supply a phone number in which the field supervisor, or his authorized representative, can be reached during evenings, weekends, and holidays.

**EXHIBIT B**  
**CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS**

KEY PERSONNEL:

SUBCONTRACTORS:

In accordance with the provisions of Section 108.2 of the "Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction", the bidder shall provide the information listed below regarding proposed subcontractors. Failure to provide complete and accurate information may disqualify the bid.

NAME AND  
ADDRESS:

% OF TOTAL  
CONTRACT:

TYPE OF  
WORK:


## EXHIBIT C SCHEDULE OF SERVICES

Mosquito Fogging			
Parks & PKIDs		Recharge Facilities	
All Parks & PKIDs	Frequency Per Week	Neely & Riparian Recharge	Frequency Per Week
April 1 – June 30 (Kontrol 4-4)	2	Jan 1 – June 30 (Kontrol 4-4)	2
July 1 – Aug 31 (Zenivex)	2	July 1 – Aug 31 (Zenivex)	2
Sept 1 – Oct 31 (Kontrol 4-4)	2	Sept 1 – Dec 31 (Kontrol 4-4)	2
		<b>South Recharge Facility</b>	
		Jan 1 – Mar 31 (Kontrol 4-4)	2
		April 1 – June 30 (Kontrol 4-4)	3
		July 1 – Aug 31 (Zenivex)	3
		Sept 1 – Oct 31 (Kontrol 4-4)	3
		Nov 1 – Dec 31 (Kontrol 4-4)	2

Mosquito and Midge Fly fogging and larvicide treatment will be performed in Gilbert's public parks, groundwater recharge facilities and at two Parkway Improvement Districts (PKID)s shown above.

### **Fogging**

Fogging operations are performed beginning April 1<sup>st</sup> through the end of October each calendar year in all Gilbert parks and at the two PKIDs. Fogging is performed year around at Gilbert's three groundwater recharge facilities. The fogging operations are performed at night between the hours of **10:00pm and 5:00am**, typically on Monday, Thursday (and Friday) evenings (weather permitting). Special circumstances or events may require call-out fogging or larvicide at additional locations. When weather prohibits fogging activities on the scheduled day and time, the contractor will attempt to fog the following evening.

**No washes, canals or roadways adjacent to washes and canals can be fogged at any time, including the Western Canal, SRP Consolidated Canal, Sonoqui Wash and Queen Creek Wash.**

**On-Call Fogging:** In addition to the designated fogging times, the Contractor may be asked by the Town to re-fog areas from which the Town has received customer complaints regarding a high density of adult mosquitoes. The Contractor may also be asked to fog areas not listed above that are predominately infested with Midge Flies. Such on-call requests by the Town will be made on a work order basis and must be billed by the contractor to the Town separately from the regularly scheduled fogging. On-Call fogging requests by the Town must be completed by the contractor within 24 hours of the request being made.

**Larvacide**

Larvacide treatments are performed year-round as needed at all of the sites shown above. The Gilbert approved larvacide chemicals for this contract includes Vectobac, Vectolex, CocoBear oil, or Gilbert approved equal.

The Contractor shall survey the application areas shown above between the hours of 8:00 a.m. and 11:00 a.m. on Tuesday and Friday of each week for thirty (30) weeks beginning in July through October and then again April through June, and shall apply Larvacide to standing water in which it can be seen that mosquito larvae live.

In addition, the Recharge Facility locations will be treated with Larvacide for Midge Fly control, weekly, every month of the year between the hours of 10:00 p.m. and 5:00 a.m. beginning on Monday or Thursday nights.

**On-Call Larvacide Application:** The Contractor may be asked by the Town to apply Larvacide in areas other than those indicated above in the case of wet weather or customer complaints regarding a high density of adult or larval stage mosquitoes. Such on-call requests by the Town will be made on a work order basis and must be billed by the Contractor to the Town separately from the regularly scheduled applications. On-call Larvacide applications requested by the Town must be completed by the Contractor within 24 hours of the request being made.

**Larvacide Reporting.** Each month, the Contractor shall submit a report **Exhibit D1 Maintenance Quality Assurance** to the Town that identifies which locations were treated with larvacide.

**EXHIBIT D**  
**PAYMENT SCHEDULE**

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.

**Description**

**Amount**

<FOR CONTRACT AWARD, INSERT EXHIBIT D (PRICING) TABLE HERE>

Contract No. 2016-4107-0064 Mosquito & Midge Fly Pest Control

<b>Parks</b>	Address	Approx. Acres	Min. No. of Workers	Monthly Price Kontrol 4-4	Monthly Price Zenivex (July/Aug)	Price Larvicide
Cosmo	2502 E Ray Rd	16		\$ -	\$ -	\$ -
Crossroads	2155 E Knox Rd	135		\$ -	\$ -	\$ -
Discovery	2214 E Pecos Rd	48		\$ -	\$ -	\$ -
Freestone, including Val Vista Trail	1045 E Juniper Rd	160		\$ -	\$ -	\$ -
McQueen	510 N Horne	107		\$ -	\$ -	\$ -
Nichols	700 N Higley Rd	33		\$ -	\$ -	\$ -
Hetchler (Soccer Complex)	4282 S Greenfield Rd	80		\$ -	\$ -	\$ -
Vaughn Ave Retention Basin	250 W Vaughn Ave	6		\$ -	\$ -	\$ -
	<b>TOTAL</b>	<b>585</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Park Improvement Districts (PKIDs)</b>	Address	Approx. Acres	Min. No. of Workers	Monthly Price Kontrol 4-4	Monthly Price Zenivex (July/Aug)	Price Larvicide
Madera Parc	Southeast Corner Cooper/Elliott Roads	43		\$ -	\$ -	\$ -
Val Vista Park	Northwest Corner Freestone Pkwy/Guadalupe Rd	40		\$ -	\$ -	\$ -
	<b>TOTAL</b>	<b>83</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Recharge Facilities</b>	Address	Approx. Acres	Min. No. of Workers	Monthly Price Kontrol 4-4	Monthly Price Zenivex (July/Aug)	Price Larvicide
Neely	400 N Neely Rd	75		\$ -	\$ -	\$ -
Water Ranch (Riparian Preserve)	2757 E Guadalupe Rd	127		\$ -	\$ -	\$ -
South	5373 S Higley Rd	72		\$ -	\$ -	\$ -
	<b>TOTAL</b>	<b>274</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*Gilbert may add locations to the treatment program during the contract term.

	<b>AREAS TOTAL:</b>	<b>942</b>		<b>\$ -</b>		
	<b>Less ___% Discount, if awarded all Areas:</b>			<b>\$ -</b>		
		<b>TOTAL ALL AREAS</b>		<b>\$ -</b>		

<b>Payment terms (not less than net 30 days):</b>						
<b>Prompt payment discount of ___% if invoices are paid within ___ days of receipt.</b>						

<b>Extra Work (*On-Call Pricing)</b>						
<b>Description</b>			<b>\$ per Acre</b>			
Mosquito Fogging						
Larvicide Application						

Unit Prices, including Extra Work Rates, shall include **ALL** applicable taxes, materials, fuel, as well as **ALL** direct and indirect costs of performing the Work.

Extra work rates will be not considered during evaluation/award process. Extra work is not guaranteed by Gilbert and must be approved in writing by representative of Gilbert via executed change order, Exhibit E.

B. Method of Payment

Invoices shall be on a form and in the format provided by Gilbert and are to be submitted to Gilbert's authorized representative.

**EXHIBIT D1**  
**FOGGING & LARVICIDE QUALITY ASSURANCE**

Parks	Address	Approx. Acres	No. of Workers	Notes
Cosmo	2502 E Ray Rd	16		
Crossroads	2155 E Knox Rd	135		
Discovery	2214 E Pecos Rd	48		
Freestone, including Val Vista Trail	1045 E Juniper Rd	160		
McQueen	510 N Horne	107		
Nichols	700 N Higley Rd	33		
Hetchler (Soccer Complex)	4282 S Greenfield Rd	80		
Vaughn Ave Retention Basin	250 W Vaughn Ave	6		
	<b>TOTAL</b>	<b>585</b>		

Park Improvement Districts (PKIDs)	Address	Approx. Acres	No. of Workers	Notes
Madera Parc	Southeast Corner Cooper/Elliot Roads	43		
Val Vista Park	Northwest Corner Freestone Pkwy/Guadalupe Rd	40		
	<b>TOTAL</b>	<b>83</b>		

Recharge Facilities	Address	Approx. Acres	No. of Workers	Notes
Neely	400 N Neely Rd	75		
Water Ranch (Riparian Preserve)	2757 E Guadalupe Rd	127		
South	5373 S Higley Rd	72		
	<b>TOTAL</b>	<b>274</b>		

Extra Work (*On-Call Pricing)		Notes
Description	\$ per Acre	
Mosquito Fogging		
Larvicide Application		

By signing below, I attest to performing work in accordance with the Contract's terms and conditions. The undersigned further understands to submit this inspection report, but not perform the work, is a breach of contract and subject to penalties, including but not limited to, a deduction up to 300% of the monthly unit price for each site.

Inspected By: \_\_\_\_\_ Date: \_\_\_\_\_  
                    <name>, <contractor name>

Submitted To: &lt;name&gt;, Authorized Town Representative



**EXHIBIT D2**  
**CONTRACTOR'S AFFADAVIT**  
**REGARDING SETTLEMENT OF CLAIMS**

Contract No./Name \_\_\_\_\_

To the Town of Gilbert, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the performance of the above service, whether by subcontractor or claimant, in person, have been duly discharged.

The undersigned, for the consideration of \$ \_\_\_\_\_, as set out in the final pay estimate, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the Town of Gilbert against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever which said Town may suffer arising out of the failure of the undersigned to pay for all labor, performance and materials furnished for the performance of said project.

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

STATE OF ARIZONA       )  
                                      ) ss  
County of Maricopa       )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**EXHIBIT E  
CHANGE ORDER**

CHANGE ORDER NO. \_\_\_\_\_

Distribution: GILBERT	[ ]	
CONTRACTOR	[ ]	
OTHER	[ ]	

PROJECT: _____	DATE: _____
----------------	-------------

OWNER: Gilbert

CONTRACTOR: \_\_\_\_\_

AGREEMENT DATED: \_\_\_\_\_

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Gilbert and Contractor.

Signature of Contractor indicates acceptance.

The original compensation was \_\_\_\_\_

Net change by previously authorized Change Orders \_\_\_\_\_

The compensation prior to this Change Order was \_\_\_\_\_

The compensation will be increased by this Change Order in the amount of  
\_\_\_\_\_

The new compensation under the Agreement including this Change Order will be  
\_\_\_\_\_

The Contract Time will increase by \_\_\_\_\_

ACCEPTANCE STATUS:

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Gilbert

By \_\_\_\_\_

Date \_\_\_\_\_

## CONTRACT BOND

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter "Principal"),  
and \_\_\_\_\_, a corporation organized and existing  
under the laws of the State of \_\_\_\_\_, duly licensed in and holding a certificate of authority to  
transact surety business in the State of Arizona issued by the Director of the department of Insurance  
pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto  
Gilbert, County of Maricopa, State of Arizona in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment of which, the Principal and Surety bind themselves, and their  
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with  
\_\_\_\_\_ (municipality), entitled \_\_\_\_\_.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the  
Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements  
of the CONTRACT during the original term of the CONTRACT and any extension of the CONTRACT with  
or without notice to the Surety, and during the life of the guaranty required under the CONTRACT, and also  
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly  
authorized modifications of the CONTRACT that may hereinafter be made, notice of which modifications to  
the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 34,  
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in  
accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if  
it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment reasonable  
attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the requirements  
of A.R.S. Section 7-101 are satisfied.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL  
By \_\_\_\_\_

Address of Surety:

\_\_\_\_\_  
SURETY SEAL  
By \_\_\_\_\_

\_\_\_\_\_  
Address of Agent:

\_\_\_\_\_  
AGENT OF RECORD  
By \_\_\_\_\_  
\*Attach Power of Attorney

**LABOR AND MATERIALS BOND**  
STATUTORY PAYMENT BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter "Principal"),  
as Principal and \_\_\_\_\_, a corporation organized and existing  
under the laws of the State of \_\_\_\_\_, duly licensed in and holding a certificate of authority to  
transact surety business in the State of Arizona issued by the Director of the Department of Insurance  
pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto  
Gilbert, County of Maricopa, State of Arizona in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment of which the Principal and Surety bind themselves, and their  
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with Gilbert,  
entitled \_\_\_\_\_.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the  
Principal promptly pays all monies due to all persons supplying labor or MATERIALS to the Principal or the  
Principal's SUBCONTRACTORS in the prosecution of the WORK provided for in the CONTRACT, this  
obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 34,  
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in  
accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised  
Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment reasonable  
attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the requirements  
of A.R.S. Section 7-101 are satisfied.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL  
By \_\_\_\_\_

Address of Surety:

\_\_\_\_\_  
SURETY SEAL  
By \_\_\_\_\_

Address of Agent:

\_\_\_\_\_  
AGENT OF RECORD  
By \_\_\_\_\_  
\*Attach Power of Attorney